

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
Time Stamp NOV 12 P 2:53

TOTAL BASE BID 11 %
ALT NO. 1 _____
ALT NO. 2 _____
ALT NO. 3 _____
Alt No. 4 _____
Alt No. 5 _____

BID DATE: Thursday, November 12, 2009

Project Manager: Shashi Naik – 501-0469

TERMINAL MODIFICATIONS V – GENERAL BUILDING

BIDDER NAME: B-side Construction

Bond ☒ **Cashier's Check** _____

Addendums Included ()

YES _____ **NO** _____

NonCollusion Affidavit

YES ☒ **NO** _____

PROPOSAL TO CITY OF SAN JOSE

FOR TERMINAL MODIFICATIONS V – GENERAL BUILDING

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on October 16, 2009, entitled **TERMINAL MODIFICATIONS V – GENERAL BUILDING** and the Specifications approved by the Director of Public Works on October 16, 2009 entitled **TERMINAL MODIFICATIONS V – GENERAL BUILDING** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES

TERMINAL MODIFICATIONS V – GENERAL BUILDING

Name of Bidder: B-Side TWC Date: 11/10/2009

Scope of Work: The Contractor shall furnish all necessary labor, materials, and equipment necessary to perform task order based construction services, which may include general architectural building trades in accordance with the Description and Scope of Work Section. All work to be furnished under this Contract shall be ordered through issuance of Task Orders in accordance with the procedures set forth in the Technical Specifications Section.

CONTRACTOR FEES

(to 2 decimal points)

- | | | |
|-----------------------------|--|------------|
| 1. Materials | Per original Invoice | NA |
| 2. Equipment Rent | Per original Invoice | NA |
| 3. Labor | Per original daily log & prevailing wage | NA |
| 4. Labor Burden / Surcharge | Per City of San Jose 1992 Standard Specifications Section 9-1.03A (1b) | NA |
| 5. Small Tools | See Attachment 2.1: Small Tools List as Percent (%) of #3: Labor | <u>2</u> % |
| 6. Overhead – Job Site | See Attachment 2.2: Indirect Supervision as Percent (%) of Subtotal #1+2+3+4+5 | <u>3</u> % |
| 7. Subcontractor Work | Per City of San Jose 1992 Standard Specifications Section 9-1.03A: Subcontractor invoice | NA |
| 8. Overhead – Indirect | See Attachment 2.3: Administration, Insurance, Bond, Etc as Percent (%) of Subtotal #1+2+3+4+5+6+7 | <u>6</u> % |

OVERHEAD
&
PROFIT

TOTAL: #5+6+8

11 %

NOTES:

- a) This is a time and materials contract. The Schedule of Quantities illustrates how percentages shall be applied by the successful bidder to its invoices being submitted to the City for payment.
- b) Contract shall be awarded to the Contractor whose "Overhead & Profit" percentage is the lowest.
- c) Total Contract Amount: Not to exceed **NINE HUNDRED FIFTY THOUSAND** dollars (\$950,000.00).
- d) Contract shall terminate on June 30, 2011 or upon reaching the maximum compensation amount, whichever occurs first. Duration of any specific Task Order will be identified in the Task Order Notice To Proceed.
- e) **The Contractor fees percent Overhead and Profit replaces the standard markup in the City of San Jose Standard Specifications, July, 1992 Section 9-1.03A.**

Bidder's Name: B-Side IncAuthorized Signature: Date: 11/10/2009

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to Twenty Thousand Dollars (\$20,000) for the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: **TERMINAL MODIFICATIONS V - GENERAL BUILDING**

Anton Kalafati B-Side

(print name)

, being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 11/10/2009

B-Side Inc
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 4920282210

Expiration Date: July 2010

State Contractor Lic. No.: 821091

Classification: A, B, C-10, C-8

Expiration Date: 6/30/2011

Federal I. D. No.: 65-1167344

Address: 8106 Edge water Dr Suite 205
Oakland CA 94621

By: Anton Kalafati President

Title: President

Telephone: (510) 969-7527

NOTARY

On 11/10/2009 before me, T.L. Monroe, Notary Public, personally appeared

(name and title of officer)

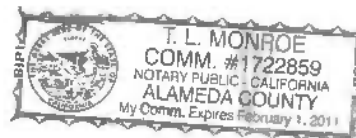
Anton Kalafati who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature T.L. Monroe
Notary Public

(Seal)



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, B Side, Inc. as PRINCIPAL, and SureTec Insurance Company a corporation duly organized under the laws of the State of Texas and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TWENTY THOUSAND DOLLARS (\$20,000) of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd FL, San Jose, CA 95113, on November 12, 2009 for TERMINAL MODIFICATIONS V – GENERAL BUILDING.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th
day of November, 2009.

PRINCIPAL

SURETY

B Side, Inc.

SureTec Insurance Company

Legal Company Name

Legal Company Name

Corporation
Indicate Type of Entity

By

Title:

By

David Crain

Title: Attorney In Fact

By

President

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On Nov. 12, 2009 before me, Nancy L. Ferguson, Notary Public,

Name of Officer

personally appeared David Crain

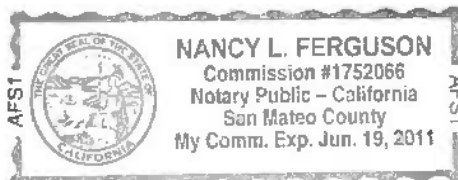
Name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s)
☐ Corporate Officer(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney(s)-In-Fact
☐ Trustee(s)
☐ Guardian(s)/Conservator(s)
☐ Other _____

Signer is representing:

Name of person(s) or entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Crain, Nancy Ferguson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/11 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

State of Texas
County of Harris

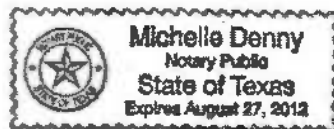
ss:



SURETEC INSURANCE COMPANY

By: B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny

Michelle Denny, Notary Public

My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of November, 2009, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Attached ~~is~~

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PROJECT NAME

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Attached



B SIDE INC. COMPANY NARRATIVE

Prepared for the City of San Jose
November 1st, 2009

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1. Qualifications and Experience

B Side Inc. is a General Contractor and small Local Business Enterprise (license 821091) has worked with Oakland Housing Authority since 2003. B-Side has also worked with the Oakland Port Authority and the San Francisco Mayor's office of Community Development, San Francisco State University. **The firm's principals are Anton Kalafati and Alex Kuznetsov. The Company's officers are President Anton Kalafati, and Vice President Alex Kuznets.** Anton Kalafati and Alex Kuznetsov actively worked in construction for over six years before joining the B Side team in 2007. The firm has experience in a wide range of construction, and as an incumbent provider for the Oakland Housing Authority, the Company possesses expertise in remodeling and structural work.

2. Examples of Projects

1/2009-10/2009 SOM 2965 16th Street, San Francisco CA 94103

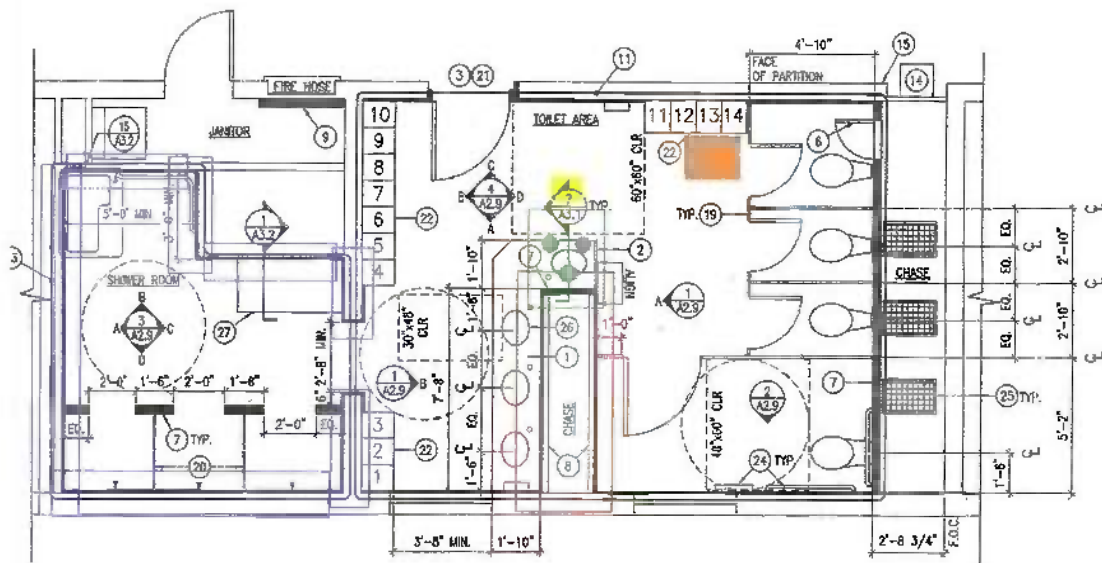




SOM Night Club Renovation Project Scope \$355,000.00- Complete Demolition of existing space and renovation, Electrical, Carpentry, Concrete, Bathrooms, HVAC, Lighting, Paint, Steel work, Dry wall, and Windows. Contact: Pete Glikshtern Owner: 415-260-1991

5/2009-8/2009 San Francisco State University 1600 Holloway Ave, San Francisco CA 94621







Contract # D000750 & D000752 8 Student Bathrooms scope **\$789,000.00** Complete Demolition of 8 bathrooms and partial demolition of 4 bathrooms in two 6 story dorm rooms of Mark Park and Mary Ward Hall. New rough and finish plumbing, Asbestos removal, Fire Alarm, Electrical rough and Finish, Drywall, Steel Framing, and Tile. Subcontractors: Chavez Construction, Reliance Construction, Zilinski Plumbing, AB Tile, and Grinell Simplex.

Architect KPA group, Contact: **Mathew 510-763-8151**

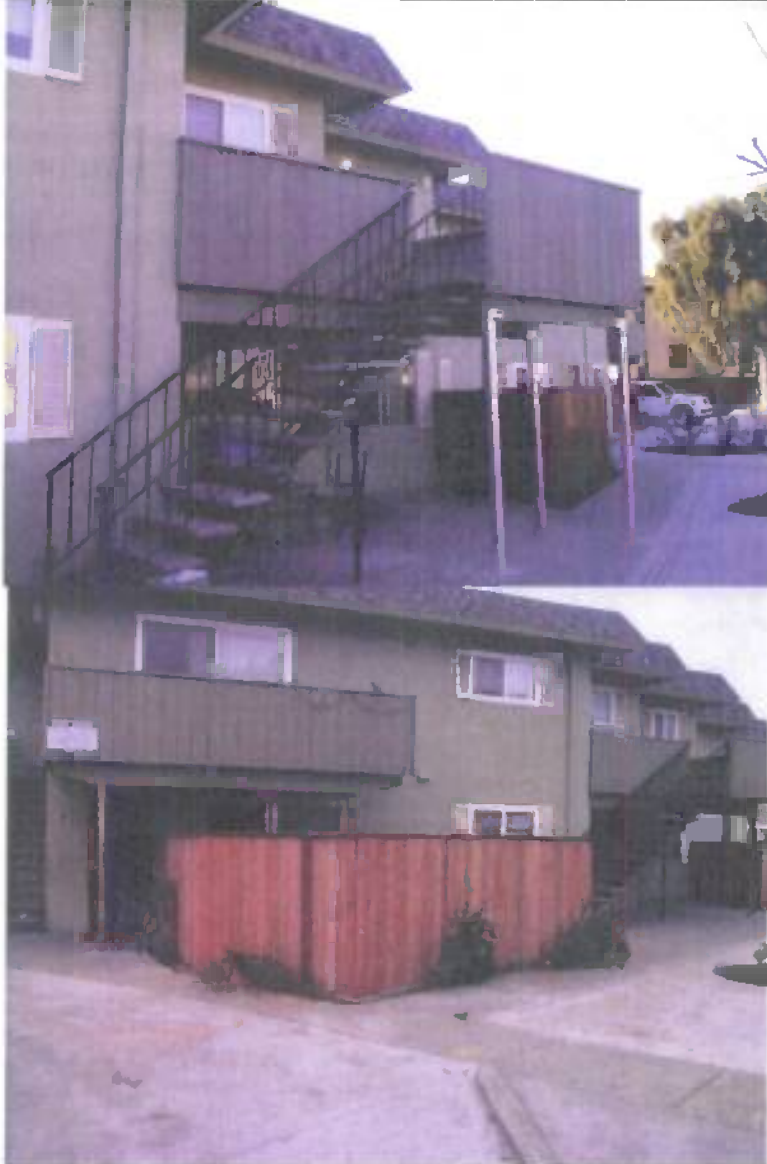
Owner SFSU Contact Project Manager: **Paul Hass 415-517-4712**

2/2009-5/2009 Oakland Housing Authority 9427 Plymouth Street Oakland CA

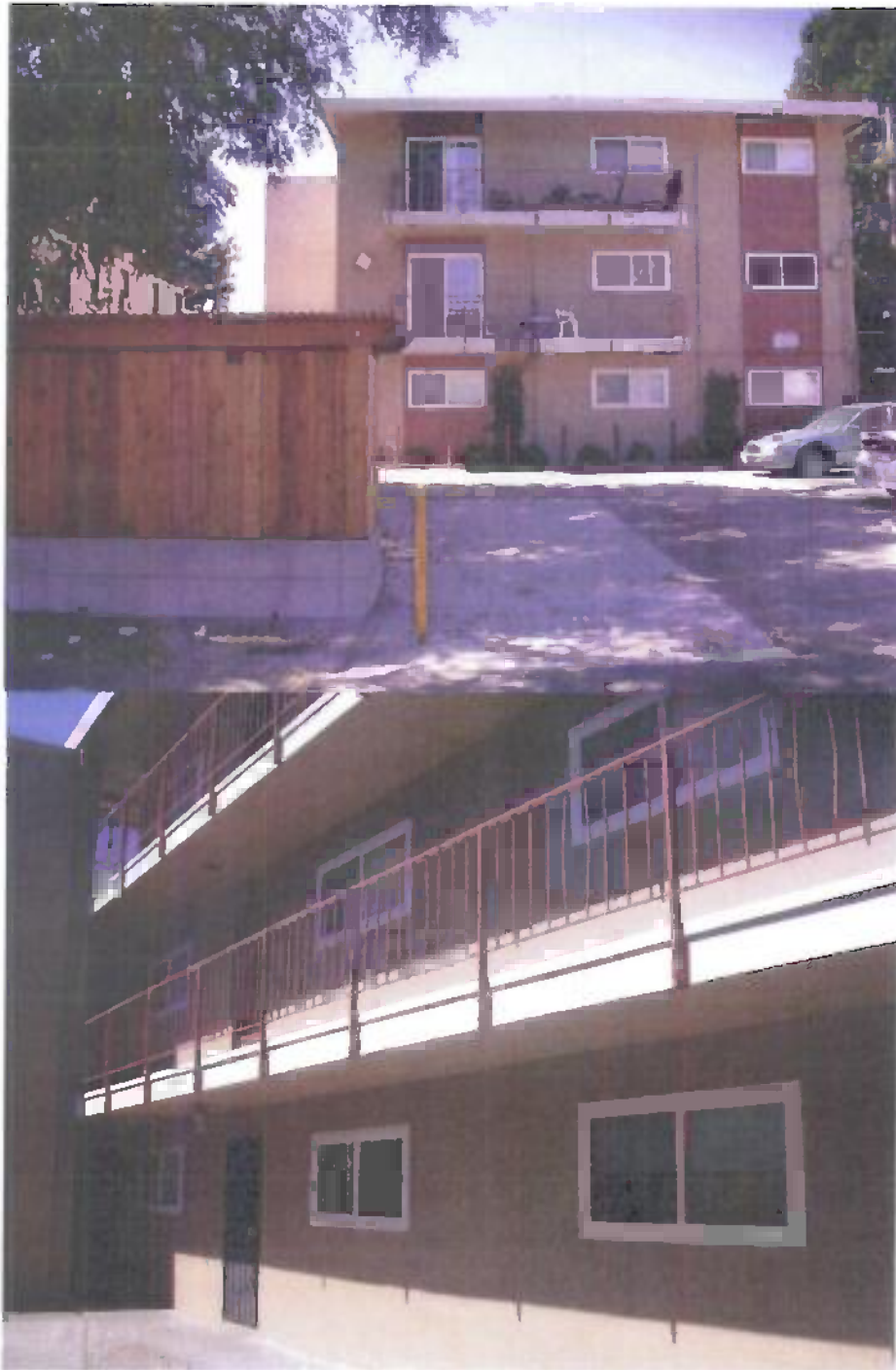


Exterior Rehabilitation PO#0016717 Scope \$121,000.00 Replacement of 2,500SQ FT
Exterior Siding, 30 windows and glass sliding doors, concrete, trash enclosure, and fence.
Inspector: **Eugene Bachmanov (510) 754-3873**

12/2008-3/2009 Oakland Housing Authority 5125 Martin Luther King Dr



Exterior Rehabilitation PO#0016721 **Contract amount \$145,000.00** 39 window and glass door replacement, Balcony repair, new fence, concrete parking lot, and siding.
Inspector: **Eugene Bachmanov (510) 754-3873**



Exterior Rehabilitation PO#0014840 contract amount \$249,400.00 Scope Replacement of 60 Glass Doors and windows, New Fence, Stair Case replacement, in a 11 Unit building.
Inspector: **Eugene Bachmanov (510) 754-3873**

3/2008-5/2008 Oakland Housing Authority 2155 E28th Ave Oakland CA



Exterior Rehabilitation PO#0013773 Amount of Contract **\$70,000** Scope of contract, Replacement of 25 windows and glass doors, exterior fiber cement siding, painting, and concrete repair.

Inspector: **Eugene Bachmanov (510) 754-3873**

MORE PROJECTS AND PICTURES AVAILABLE ON REQUEST!!!

3. Quality of Service

Business Biography

B Side Inc. is a small General Contractor with A and B general classifications, and C-10, and C-8 specialty classifications. B-Side specialize in Carpentry, Masonry, and Electrical work, Drywall, Glazing, Signage, Communications, Fire alarm, and Security systems. But have extensive experience in a broad range of construction trades. Depending on the volume of work, the Company also hires independent contractors as project managers, site supervisors, and workers. B-Side always has backed up its work with quality and prompt service

Field Management

B Side's project manager Anton Kalafati, or a contracted project manager, oversees each construction project from estimation to completion. The Company assigns a superintendent, either Alex Kuznetsov or a contractor, to oversee construction and safety on site.

The Superintendent directly interfaces with and organizes the labor of sub-contractors and workers according to the Project Manager's construction plan. Each morning the Superintendent arrives on site at 7:30 am, 30 minutes before the construction crew, and prepares the site for the day. When the crew arrives, the Superintendent holds a meeting to discuss the goals for the day, safety concerns, and strategies for achieving construction deadlines. At the end of the day, the Superintendent inspects the progress made on site and reports on developments and safety concerns to the Project Manager.

The Project Manager monitors construction progress, policy issues, and costs, and directs the Superintendent to take actions which keep the project on budget and in compliance with safety standards and policies. The Project Manager's meets with the Project Owner on a regular basis to discuss the development of the work, and is responsible for meeting and exceeding the Owner's quality standards. He accomplishes this goal by scheduling inspectors to examine site-work at each stage of substantial completion, and by taking corrective actions to solve architectural flaws and improper workmanship.

Financial Responsibility Statement

B-Side is fully insured; with automotive policy of one million a worker's comp policy for one million, general liability for two million, hold a basic contractors bond for 12,5000.00, and are fully bonded by Allegheny Surety Company.

4. Labor Standards and Payroll

The Superintendent is responsible for site safety, and keeps a binder of labor standards, building codes, and company policies, with him on site, at all times. At the daily meeting with the site construction crew, he instructs workers on how to comply with the necessary standards and requirements. During the day he monitors the construction and takes necessary actions to ensure that these are observed. The Superintendent maintains a daily log of activities on site, noting safety concerns, labor standards issues, and his suggested solutions. He provides this log to the Project Manager who directs him on how to approach the identified matters, and monitors progress.

The Superintendent is responsible for site attendance and time records. He maintains a binder of weekly hours for all construction workers and sub-contractors. On Friday evening of each week he submits the time records to the accountant for entry, payroll, and filing with project documents. The accountant runs payroll and presents the pay-stubs to the President for oversight and approval. After receiving approval to proceed, the accountant disburses funds electronically to employees and subcontractors. Workers receive their pay-stubs via mail or by pickup at the office on Friday afternoon.

B-Side Complied with all prevailing wages for local jurisdictions and acknowledges the Davis Bacon Wage act and the Prevailing wage rates.

5. Method of Approach

The Estimator receives solicitations from the Oakland Housing Authority. He determines if a prospective project is profitable at the proposed unit prices, or if no prices are provided, he conducts a materials take-off and cost analysis. The Cost Estimator notifies sub-contractors and obtains cost estimates. He prepares a proposal for the President's approval, and if accepted, submits the proposal to the Authority. The President assigns the project to a Project Manager and a Superintendent. The estimator briefs them on the scope of work, and the Project Manager develops a construction plan and notifies sub-contractors of the opportunity. If the Authority awards the project to the Company, the Project Manager assembles a construction crew from B Side workers and Sub-Contractors. He then calls an on-site mobilization conference to assign work responsibilities and discuss safety concerns.

The Project Manager is responsible for the overall progress and administration of the project. His major duties are meeting the budget, change orders, inspections, liens, and progress payments. The Project Manager reports to the President and implements his directives. It is his responsibility to design the construction plan and apportion the trades and support efforts to the construction crew. He monitors the progress of each construction phase, takes corrective actions to resolve problems, and reports on project status to the Owner.

The Superintendent is responsible for site supervision and construction materials. Materials are generally maintained in the storage room adjacent to B Side's office, however, when work-sites are far from the office, a local storage shed is used instead. The Superintendent maintains a cache of supplies, tools, and equipment (A pickup truck, grinders, jackhammers, scaffolding, nails, wrenches, etc.) at the storage facility, for daily distribution to the construction crew. Sub-contractors provide their own equipment, tools,

and materials. Adequate Water and bathroom facilities are provided on each site, as part of Company safety policy. The Superintendent establishes a weekly-work schedule to accomplish the time-bound goals detailed in the construction plan. Each day he reports on the overall progress on site to the Project Manager who issues directives as required. The Superintendent escorts inspectors and appraisers while on site. The Superintendent receives written inspection reports and estimates and delivers these to the Project Manager. Both the Superintendent and Project Manager continue to interface with the Owner's Construction Inspector until the retainage period ends and the project closes. After B-Side Provides technical assistance and make sure that quality of work remains and repair all labor defects free of charge.